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Attorneys for Respondent
21ST CENTURY VALET PARKING LLC
D/B/A STAR GARDEN

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 31

21ST CENTURY VALET PARKING LLC
D/B/A STAR GARDEN

And

STRIPPERS UNITED INC.

And

AN INDIVIDUAL

And

ACTORS' EQUITY ASSOCIATION

Case Nos.	31-RC-301557
	31-CA-291825
	31-CA-292239
	31-CA-293098
	31-CA-293599
	31-CA-303519
	31-CA-303537
	31-CA-292575
	31-CA-311939

**RESPONDENT 21ST CENTURY VALET
PARKING LLC'S AMENDED ANSWER
TO THIRD CONSOLIDATED
COMPLAINT**

Comes now Respondent, 21st Century Valet Parking LLC d/b/a Star Garden (“21st Century Valet”), answering the Third Consolidated Complaint (“Complaint”) filed by the National Labor Relations Board (“Board”) based on the charges filed by Strippers United Inc., Actors’ Equity Association, and An Individual (“Charging Parties”) admits, denies, and alleges as follows:

1. Answering the allegations of paragraph 1 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet admits that the Board served 21st Century Valet eight charges and amendments on the dates specified, which were responded to by 21st Century Valet.

2. Answering the allegations of paragraph 2 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet admits the allegations in subparts (a), (e), and (f), with qualification that Mr. Gottlieb is a Chapter 7 trustee. 21st Century Valet admits the allegations of subpart (b) of paragraph 2 on publicly available information. 21st Century Valet admits in part and denies in part the allegations in subpart (c) of the Complaint. 21st Century Valet admits that (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) of itself and of SJPSC, LLC (hereafter “SJPSC”). 21st Century Valet denies that it and SJPSC have common financial control, common management, interrelated operations, the interchange of personnel, or centralized control of labor relations, as it understands those terms to be used in the Complaint. 21st Century Valet states that subpart (d) of paragraph 2 calls for a legal conclusion to which no response is required.

3. Answering the allegations of paragraph 3 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet denies that it acted “collectively” with SJPSC in “conducting [its] operations” or in “purchas[ing] and

receiv[ing] goods and materials” and, accordingly, denies subparts (c) and (d) of paragraph 3. 21st Century Valet admits the remainder of paragraph 3.

4. Answering the allegations of paragraph 4 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that this paragraph calls for a legal conclusion to which no response is required.

5. Answering the allegations of paragraph 5 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that this paragraph calls for a legal conclusion to which no response is required.

6. Answering the allegations of paragraph 6 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet denies that (b) (6), (b) (7)(C) had the position of (b) (6), (b) (7)(C) for 21st Century Valet on the basis that, at all material times, (b) (6), (b) (7)(C) position was (b) (6), (b) (7)(C) of 21st Century Valet. 21st Century Valet denies that (b) (6), (b) (7)(C) had the position of (b) (6), (b) (7)(C) for 21st Century Valet on the basis that (b) (6), (b) (7)(C) title, at all material times, was (b) (6), (b) (7)(C) of 21st Century Valet. Whether these individuals were supervisors under Section 2(11) of the Act and/or agents under Section 2(13) of the Act are legal conclusions to which no response is required. 21st Century Valet denies the remainder of paragraph 6.

7. Answering the allegations of paragraph 7 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet can neither admit nor deny the position held by the pseudonym (b) (6), (b) (7)(C). Because they were not employed by 21st Century Valet, 21st Century Valet denies that any individual listed as a (b) (6), (b) (7)(C) held a position with 21st Century Valet. With the understanding that “LNU” means “Last Name Unknown,” 21st Century Valet admits that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) held the positions of

(b) (6), (b) (7)(C) for 21st Century Valet. 21st Century Valet admits that (b) (6), (b) (7)(C) held a position with 21st Century Valet, but denies that (b) (6) held the position of (b) (6), (b) (7)(C). On information and belief, 21st Century Valet denies that individuals named in this paragraph held the positions listed with Respondent SJPS. Whether the named individuals and “Respondent Star Garden’s Bankruptcy Attorney” were agents under Section 2(13) of the Act is a legal conclusion to which no response is required.

8. Answering the allegations of paragraph 8 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet admits that concerns regarding employee safety in the workplace may be of vital importance to employees and implicate significant terms and conditions of employment, with the qualification that 21st Century Valet denies that such concerns are always of vital importance or always implicate significant terms and conditions of employment. Whether raising concerns about employee safety in the workplace is conduct that is inherently concerted under the Act is a legal conclusion to which no response is required.

9. Answering the allegations of paragraph 9 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. 21st Century Valet denies the allegations of said paragraph, including subparts.

10. Answering the allegations of paragraph 10 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. 21st Century Valet denies the allegations of said paragraph, including subparts.

11. Answering the allegations of paragraph 11 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. 21st Century Valet denies the allegations of said paragraph, including subparts.

12. Answering the allegations of paragraph 12 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet admits that it received a document on or about (b) (6), (b) (7)(C), 2022 which featured the typewritten names of

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Whether the typewritten names constituted a “signing” is a legal conclusion to which no response is required. Whether the document was a “petition” or its signature or delivery constituted protected activity are legal conclusions to which no response is required. Whether the employees engaged in “concerted activities,” participated in an “informational picket,” or were “locked out” are legal conclusions to which no response is required. Except as admitted, 21st Century Valet denies the allegations of said paragraph, including subparts.

13. Answering the allegations of paragraph 13 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet denies that allegations of said paragraph, including subparts.

14. Answering the allegations of paragraph 14 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet lacks knowledge or information sufficient to form a belief about the truth of the allegation.

15. Answering the allegations of paragraph 15 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet admits that it submitted a filing in the United States Bankruptcy Court for the Central District of California,

San Fernando Division on or about January 25, 2023 entitled “Motion for Order Authorizing Rejection of Employment Agreements with Debtor’s Employees” along with a supporting memorandum of points and authorities. 21st Century Valet denies that there is any interrelationship between the filing of that document and the initial consolidated complaint. 21st Century Valet denies that SJPSJC filed the document with the bankruptcy court on January 25, 2023, which was filed by 21st Century Valet alone.

16. Answering the allegations of paragraph 16 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet admits that it discontinued business operations at the Star Garden facility on or about March 1, 2023. 21st Century Valet denies that it has, at any time, “operate[d] the Dreams facility.” 21st Century Valet denies the remainder of said paragraph, including subparts.

17. Answering the allegations of paragraph 17 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that this paragraph calls for a legal conclusion to which no response is required.

18. Answering the allegations of paragraph 18 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that this paragraph calls for a legal conclusion to which no response is required.

19. Answering the allegations of paragraph 19 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that this paragraph calls for a legal conclusion to which no response is required.

20. Answering the allegations of paragraph 20 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, 21st Century Valet states that this paragraph calls for a legal conclusion to which no response is required.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint, and each and every claim set forth therein, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The NLRB lacks subject matter jurisdiction over the Complaint and each and every claim set forth therein.

THIRD AFFIRMATIVE DEFENSE

The Charging Parties and the NLRB are barred from proceeding against 21st Century Valet, which is a debtor in bankruptcy, under the automatic stay under 11 U.S.C. § 362 and other provisions of the United States Bankruptcy Code.

FOURTH AFFIRMATIVE DEFENSE

The individual Charging Party engaged in activity that interfered with their work, the work of other employees, and 21st Century Valet's operations, and such interference was the reason for any disciplinary actions.

FIFTH AFFIRMATIVE DEFENSE

Even if any individual engaged in protected activity, 21st Century Valet had legitimate business reasons for its actions and would have taken the same actions in the absence of any protected activity.

SIXTH AFFIRMATIVE DEFENSE

The NLRB has submitted jurisdiction over the claim upon which the Consolidated Complaint is based to the United States Bankruptcy Court for the Central District of California, by filing a certain Proof of Claim.

SEVENTH AFFIRMATIVE DEFENSE

The alleged discriminatees are not entitled to an award of backpay because they have failed to seek interim employment and thereby incurred a willful loss of earnings. Substantially equivalent jobs were available in the relevant geographic area and the alleged discriminatees each conducted job searches that were unreasonable.

DATED: May 10, 2023

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation
By:



Josiah R. Jenkins
Attorneys for Respondent
21ST CENTURY VALET PARKING LLC

PROOF OF SERVICE

21ST CENTURY VALET PARKING LLC D/B/A STAR GARDEN and ACTORS' EQUITY ASSOCIATION and STRIPPERS UNITED INC. and AN INDIVIDUAL

Cases	31-RC-301557
	31-CA-291825
	31-CA-292239
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	31-CA-293599
	31-CA-301557
	31-CA-303519
	31-CA-303537
	31-CA-292575
	31-CA-311939

At the time of service, I was over 18 years of age and not a party to this action. My business address is One Embarcadero Center, Suite 800, San Francisco, CA 94111.

On May 10, 2023, I served true copies of the following document described as

RESPONDENT 21ST CENTURY VALET PARKING LLC'S AMENDED ANSWER TO THIRD CONSOLIDATED COMPLAINT

on the interested parties in this action as follows:

Andrea F. Hoeschen, Esq., Assistant
Executive Director, General Counsel
Actors' Equity Association
165 W. 46th Street
New York, NY 10036

Jordan A. Palmer, Head of Legal Dept.
Strippers United Inc.
1108 East Pico Blvd.
Los Angeles, CA 90021

Vahe Khojayan
YK Law, LLP
445 S. Figueroa Street, Ste 2280
Los Angeles, CA 90071

Sara Yufa, Esq.
Bush Gottlieb, A Law Corporation
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(b) (6), (b) (7)(C)
Strippers United
UCLA Law, Labor and Economic Justice
Clinic – El Centro
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Los Angeles, CA 90095

Lisa C. Demidovich, Attorney at Law
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(b) (6), (b) (7)(C)

UCLA School of Law
Labor and Economic Justice Clinic
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Los Angeles, CA 90095

Actor Equity Association
557 West Randolph Street
Chicago, IL 60661

Ara Jabaghourian, Attorney
Law Offices of Ara Jabaghourian, P.C.
1650 S. Amphlett Blvd., Suite 216
San Mateo, CA 94402

(b) (6), (b) (7)(C)

SJPSC, LLC d/b/a Dreams Club
263 W. Olive Ave #378
Burbank, CA 91502

(b) (6), (b) (7)(C)

603 Investments, LLC
263 W. Olive Ave #378
Burbank, CA 91502

(b) (6), (b) (7)(C)

Burlesque Enterprise, Inc. d/b/a Burlesque
13324 Sherman Way
North Hollywood, CA 91605

BY MAIL: I enclosed the document in a sealed envelope or package addressed to the persons at the addresses in the foregoing list and deposited the envelope with the United States Postal Service with the postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at San Francisco, California.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 10, 2023, at San Francisco, California.

Yesenia Mejia



ARA JABAGCHOURIAN (205777)
LAW OFFICES OF ARA JABAGCHOURIAN, P.C.
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San Mateo, CA 94402
Tel: (650) 437-6840
Fax: (650) 403-0909
Email: ara@arajlaw.com

**UNITED STATES OF AMERICA BEFORE REGION 31 OF THE NATIONAL LABOR
RELATIONS BOARD**

21ST CENTURY VALET PARKING, LLC :
D/B/A STAR GARDEN ENTERPRISE AND
SJPSC, LLC D/B/A DREAMS, A SINGLE
EMPLOYER

Employer :

Case No. 31-CA-291825 ET AL.

**SJPSC, LLC FIRST
AMENDED ANSWER TO
THIRD CONSOLIDATED
COMPLAINT**

And :

ACTORS' EQUITY ASSOCIATION :

Petitioner :

And

STRIPPERS UNITED INC.

Union/Charging Party

And

AN INDIVIDUAL

Comes now Respondent, SJPSC, LLC d/b/a Dreams (“SJPS”), answering the Third Consolidated Complaint (“Complaint”) filed by the National Labor Relations Board (“Board”) based on the charges filed by Strippers United Inc., Actors’ Equity Association, and An Individual (“Charging Parties”) admits, denies, and alleges as follows:

Answering the allegations of paragraph 1 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPS admits that the Board served 21st Century Valet eight charges and amendments on the dates specified, which were responded to by 21st Century Valet.

Answering the allegations of paragraph 2 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPS admits the allegations in subparts (a), (e), and (f). SJPS admits the allegations of subpart (b) of paragraph 2 on publicly available information. SJPS admits in part and denies in part the allegations in subpart (c) of the Complaint. SJPS admits that (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) of itself and of 21st Century Valet, LLC (hereafter “21st Century”). SJPS denies that it and 21st Century have common financial control, common management, interrelated operations, the interchange of personnel, or centralized control of labor relations, as it understands those terms to be used in the Complaint. SJPS states that subpart (d) of paragraph 2 calls for a legal conclusion to which no response is required.

Answering the allegations of paragraph 3 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPS denies that it acted “collectively” with 21st Century in “conducting [its] operations” or in “purchas[ing] and receiv[ing] goods and materials” and, accordingly, denies subparts (c) and (d) of paragraph 3. SJPS admits the remainder of paragraph 3.

Answering the allegations of paragraph 4 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that this paragraph calls for a legal conclusion to which no response is required.

Answering the allegations of paragraph 5 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that this paragraph calls for a legal conclusion to which no response is required.

Answering the allegations of paragraph 6 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC denies that (b) (6), (b) (7)(C) had the position of (b) (6), (b) (7)(C) for 21st Century Valet on the basis that, at all material times, (b) (6), (b) (7)(C) position was (b) (6), (b) (7)(C) of 21st Century Valet. SJPSC denies that (b) (6), (b) (7)(C) had the position of (b) (6), (b) (7)(C) for 21st Century Valet on the basis that (b) (6), (b) (7)(C) title, at all material times, was (b) (6), (b) (7)(C) of 21st Century Valet. Whether these individuals were supervisors under Section 2(11) of the Act and/or agents under Section 2(13) of the Act are legal conclusions to which no response is required. SJPSC denies the remainder of paragraph 6.

Answering the allegations of paragraph 7 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC can neither admit nor deny the position held by the pseudonym (b) (6), (b) (7)(C). Because they were not employed by 21st Century Valet, SJPSC denies that any individual listed as a (b) (6), (b) (7)(C) held a position with 21st Century Valet. With the understanding that "LNU" means "Last Name Unknown," SJPSC admits that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) held the positions of (b) (6), (b) (7)(C) for 21st Century Valet. SJPSC admits that (b) (6), (b) (7)(C) held a position with 21st Century Valet, but denies that (b) (6), (b) (7)(C) held the position of (b) (6), (b) (7)(C). On information and belief, SJPSC denies that individuals

named in this paragraph held the positions listed with Respondent SJPSC. Whether the named individuals and “Respondent Star Garden’s Bankruptcy Attorney” were agents under Section 2(13) of the Act is a legal conclusion to which no response is required.

8. Answering the allegations of paragraph 8 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC admits that concerns regarding employee safety in the workplace may be of vital importance to employees and implicate significant terms and conditions of employment, with the qualification that SJPSC denies that such concerns are always of vital importance or always implicate significant terms and conditions of employment. Whether raising concerns about employee safety in the workplace is conduct that is inherently concerted under the Act is a legal conclusion to which no response is required.

9. Answering the allegations of paragraph 9 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. SJPSC denies the allegations of said paragraph, including subparts.

10. Answering the allegations of paragraph 10 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. SJPSC denies the allegations of said paragraph, including subparts.

11. Answering the allegations of paragraph 11 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. SJPSC denies the allegations of said paragraph, including subparts.

12. Answering the allegations of paragraph 12 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC admits that 21st Century received a document on or about (b) (6), (b) (7)(C) 2022 which featured the typewritten names of

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Whether the typewritten names constituted a “signing” is a legal conclusion to which no response is required. Whether the document was a “petition” or its signature or delivery constituted protected activity are legal conclusions to which no response is required. Whether the employees engaged in “concerted activities,” participated in an “informational picket,” or were “locked out” are legal conclusions to which no response is required. Except as admitted, SJPSC denies the allegations of said paragraph, including subparts.

13. Answering the allegations of paragraph 13 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC denies that allegations of said paragraph, including subparts.

14. Answering the allegations of paragraph 14 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC lacks knowledge or information sufficient to form a belief about the truth of the allegation.

15. Answering the allegations of paragraph 15 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC admits that 21st Century Valet submitted a filing in the United States Bankruptcy Court for the Central District of California, San Fernando Division on or about January 25, 2023 entitled “Motion for Order Authorizing Rejection of Employment Agreements with Debtor’s Employees” along with a supporting memorandum of points and authorities. SJPSC denies that there is any interrelationship between the filing of that document and the initial consolidated complaint.

SJPSC denies that SJPSC filed the document with the bankruptcy court on January 25, 2023, which was filed by 21st Century alone.

16. Answering the allegations of paragraph 16 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC admits that 21st Century discontinued business operations at the Star Garden facility on or about March 1, 2023. SJPSC denies that 21st Century has, at any time, “operate[d] the Dreams facility.” SJPSC denies the remainder of said paragraph, including subparts.

17. Answering the allegations of paragraph 17 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that this paragraph calls for a legal conclusion to which no response is required.

18. Answering the allegations of paragraph 18 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that this paragraph calls for a legal conclusion to which no response is required.

19. Answering the allegations of paragraph 19 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that this paragraph calls for a legal conclusion to which no response is required.

20. Answering the allegations of paragraph 20 of the Complaint on its own behalf and not on behalf of any other Respondent named in this action, SJPSC states that this paragraph calls for a legal conclusion to which no response is required.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint, and each and every claim set forth therein, fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The NLRB lacks subject matter jurisdiction over the Complaint and each and every claim set forth therein.

THIRD AFFIRMATIVE DEFENSE

The Charging Parties and the NLRB are barred from proceeding against Respondent, 21st Century, which is a debtor in bankruptcy, under the automatic stay under 11 U.S.C. § 362 and other provisions of the United States Bankruptcy Code.

FOURTH AFFIRMATIVE DEFENSE

The individual Charging Parties engaged in activity that interfered with their work, the work of other employees, and Respondent's operations, and such interference was the reason for any disciplinary actions.

FIFTH AFFIRMATIVE DEFENSE

Even if any individual engaged in protected activity, Respondent had legitimate business reasons for its actions and would have taken the same actions in the absence of any protected activity.

SIXTH AFFIRMATIVE DEFENSE

The NLRB has submitted jurisdiction over the claim upon which the Consolidated Complaint is based to the United States Bankruptcy Court for the Central District of California, by filing a certain Proof of Claim.

SEVENTH AFFIRMATIVE DEFENSE

The individual Charging Parties failed to mitigate their respective damages to the extent damages are sought against Respondent.

Dated: May 10, 2023

LAW OFFICES OF ARA JABAGCHOURIAN, P.C.

By: 

ARA JABAGCHOURIAN

Attorneys for Respondent SJPSC, LLC

PROOF OF SERVICE

21ST CENTURY VALET PARKING LLC D/B/A STAR GARDEN and ACTORS' EQUITY ASSOCIATION and STRIPPERS UNITED INC. and AN INDIVIDUAL

Cases	31-RC-301557
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	31-CA-303519
	31-CA-303537
	31-CA-292575
	31-CA-311939

At the time of service, I was over 18 years of age and not a party to this action. My business address is 1650 S, Amphlett Blvd., Suite 216, San Mateo, CA 94402.

On May 10, 2023, I served true copies of the following documents described as

SJPSC, LLC FIRST AMENDED ANSWER TO THIRD CONSOLIDATED COMPLAINT

on the interested parties in this action as follows:

(b) (6), (b) (7)(C)

21st Century Valet Parking LLC d/b/a Star Garden
6630 Lankershim Blvd.
North Hollywood, CA 91606

Jordan A. Palmer, Head of Legal Dept.
Strippers United Inc.
1108 East Pico Blvd.
Los Angeles, CA 90021

(b) (6), (b) (7)(C)

21st Century Valet Parking LLC d/b/a/ Star Garden
6630 Lankershim Blvd.
North Hollywood, CA 91606

Sara Yufa, Esq.
Bush Gottlieb, A Law Corporation
801 North Brand Blvd., Suite 950
Glendale, CA 91203-1260

(b) (6), (b) (7)(C)

Strippers United
UCLA Law, Labor and Economic Justice Clinic- El Centro
385 Charles E. Young Drive E, 1242 Law Building
Los Angeles, CA 90095

Lisa C. Demidovich, Esq.
Bush Gottlieb, A Law Corporation
801 North Brand Blvd., Suite 950
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An Nguyen Ruda , Principal
Bartko Zankel Bunzel & Miller
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San Francisco, CA 94111

(b) (6), (b) (7)(C)

UCLA School of Law, Labor and Economic
Justice Clinic
385 Charles E. Young Drive E
Los Angeles, CA 90095

Actors Equity Association
557 West Randolph Street
Chicago, IL 60661

(b) (6), (b) (7)(C)

21st Century Valet Parking, LLC d/b/a Star
Garden
263 West Olive Ave, #378
Burbank, CA 91502

(b) (6), (b) (7)(C)

Burlesque Enterprise, Inc. d/b/a Burlesque
13324 Sherman Way
North Hollywood, CA 91605

Josiah Jenkins

Bartko Zankel Bunzel & Miller
One Embarcadero Center, Suite 800
San Francisco, CA 94111

Andrea F. Hoeschen , ESQ., Assistant
Executive Director, General Counsel
Actors' Equity Association
165 West 46th Street
New York, NY 10036

(b) (6), (b) (7)(C)

603 Investments, LLC
263 W Olive Ave #378
Burbank, CA 91502

BY MAIL: I enclosed the document in a sealed envelope or package addressed to the persons at the addresses in the foregoing list and deposited the envelope with the United States Postal Service with the postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at San Mateo, California.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 10, 2023, at San Mateo, California.



Ara Jabaghourian